

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant :	Bruce Nappi	Art Unit :	3696
Serial No. :	10/669,929	Examiner :	Samica L. Norman
Filed :	September 24, 2003	Conf. No. :	4620
Title :	EFFECTING FINANCIAL TRANSACTIONS		

MAIL STOP AF

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

PRE-APPEAL BRIEF REQUEST FOR REVIEW

Please review the rejections of claims 1, 19, 20, 21, and 138. These rejections, based on *Winig* (Eric Winig, *Cracking the code*, Washington Business Journal. McLean: July 20, 2001), are wrong, because they rely on the incorrect theory that *Winig* describes a system (the UPIC system) that enables a party to effect a credit transaction in a financial account by presenting a credit identifier in which account information is inseparable from transaction information in the credit identifier. To the contrary, the UPIC system does not have this feature at all.

In claim 1, for example, a financial account (e.g., a bank account) is maintained on behalf of an account holder (e.g., a merchant), and a third party (e.g., a consumer of the merchant's products) is enabled to effect a credit transaction (i.e., make a payment into the merchant's bank account) by presenting a credit identifier (e.g., a alphanumeric identifier that uniquely identifies the merchant's bank account and simultaneously the transaction type). (The breadth of the claims is not limited by those examples, of course.)

The credit identifier in claim 1 is different from a debit identifier, (for example, an identifier that would allow the consumer to withdraw funds from the merchant's bank account), or from a general account identifier (for example, an identifier that would allow the consumer to both pay into or withdraw from the merchant's bank account).

In claim 1, the credit identifier simultaneously carries account information capable of identifying the merchant's account and transaction information indicating that the credit identifier is insufficient to enable the consumer to withdraw funds from the account. For example, according to claim 1, a donor who wishes to contribute to the Red Cross organization could present a paper check bearing a credit identifier on the "pay to" line of that check, such as, "***DO** Red Cross." The entire credit identifier, i.e. "***DO** Red Cross" is an account

identifier capable of identifying, in this example, a Red Cross bank account that is a multiple identifier access account. The "***DO**" portion of the identifier is transaction information indicating that the entire credit identifier can be used only to deposit funds to the account. That is, the credit identifier is insufficient to enable the consumer to withdraw funds from the account. The transaction information, **DO** informs Red Cross's bank and the bank's agents that the transaction is a "deposit only" transaction and that the identifier may not be used by anyone to withdraw funds from the described Red Cross bank account.

Claim 1 makes clear that the account information is inseparable from the transaction information in the credit identifier. That is, in our example, either "***DO**" or "Red Cross", used separately, is incapable of being used by a party to effect a transaction.

As a result, the applicant's credit identifier is sufficient alone to identify both the merchant's account and that the transaction is a deposit transaction. This is a useful feature because, for example, there would be no need for the merchant's bank to independently verify the nature of the transaction to assure itself that the transaction is a deposit only transaction. In the particular Red Cross example, the bank would know that the transaction is a deposit only transaction, because the credit identifier is presented on a "pay to" line of a check, but even in the context of more sophisticated transactions (for example, electronic transactions like the UPIC process), the merchant's bank would not need to separately verify the nature of the transaction.

This concept is recited broadly in claim 1 (which has been annotated below in brackets to illustrate a non-limiting example):

1. *A method comprising maintaining a financial account [Red Cross's multiple-access bank account] that represents value [money in Red Cross's bank account] , on behalf of an account holder [Red Cross], the financial account having a plurality of account identifiers [multiple alphanumeric identifiers for identifying the multiple access Red Cross bank account] that enable a party [the Red Cross itself] that presents a debit account identifier to effect a debit transaction in the account [a conventional alphanumeric identifier for withdrawing funds from Red Cross' bank account], or a party [the Red Cross itself] that presents a general account identifier [a conventional account identifier to effect both debit and credit transactions in the account [an alphanumeric identifier for both depositing into and withdrawing from Red Cross' bank account], and*

*enabling a third party [a donor] to effect a credit transaction [make a donation] in the account by presenting a credit identifier [e.g., "***DO**Red Cross"] , which is an identifier different from the debit or general account identifiers, the credit identifier [the entire identifier "***DO**Red Cross"] simultaneously carrying:*

*(a) account information capable of identifying the financial account, and
(b) transaction information indicating that the credit identifier is insufficient to enable a third party to effect a debit transaction in the account [the “**DO**”], the account information being inseparable from the transaction information in the credit identifier [separating the **DO** portion from the “Red Cross” portion in the “**DO**Red Cross” credit identifier would nullify feature (a)].*

Claim 1 should not have been rejected based on *Winig* (which describes the UPIC system), because the UPIC system does not have a credit identifier in which the account information is inseparable from the transaction information in the credit identifier.

What the UPIC system teaches is a UPIC identifier that merely “[acts] as a unique identifier for [a] payer or payee, with all of the company’s or individual’s [personal] information hidden from the other party.”¹ The *Winig* reference offers the example of a utility firm that could give the “UPIC [identifier] to consumers, who would then authorize a payment. The payer would need only to know the UPIC; he or she would never see the firm’s account or routing numbers.”²

The UPIC identifier is an identifier “which is up to seventeen characters/digits in length, [and] identifies a bank or other financial institution at which a merchant’s account is located as well as the merchant’s account.”³

There is nothing in the UPIC identifier that would indicate to the bank that the transaction bearing the UPIC identifier is a deposit transaction. Accordingly, in a transaction involving the UPIC identifier, such as an electronic transfer of funds into Red Cross’ bank account, if a UPIC identifier for Red Cross’s bank account, e.g., “40010107,” were to be presented in the transaction, the bank would need additional information to know whether the transaction is a deposit transaction or a withdrawal transaction. That is so, because the identifier “40010107,” by itself, does not carry any information other than to uniquely identify Red Cross’ bank account.

To address this deficiency in the UPIC system as a prior art reference, the examiner points to a statement in *Winig*, which reads: “[i]n many ways UPICs would operate like Swiss bank account numbers, although for now they only will be set up to credit accounts, not debit

¹ *Winig*, paragraph 5.

² *Winig*, paragraph 6.

³ *Kight* (U.S. Application No. 2003/0023552), page 1, paragraph [0009], lines 6-9, emphasis added. Desig. ID AB on Information Disclosure Statement filed February, 14, 2008.

them” (emphasis added) This clause, however, does not address the prior art shortfall of the UPIC system.

Swiss bank accounts can be used for both credit and debit transactions. The mere fact that, “for now,” the UPIC identifier was set up to only credit accounts, not debit them, does not make the UPIC identifier unable to perform both transactions. The UPIC identifier, like the Swiss bank account number, would be usable for both credit and debit transactions. This clear factual error of the examiner infects all the other rejections now pending.

In the advisory action dated June 13, 2008, the examiner persists in this assertion by stating that “all of the account information (account number, routing number ... etc) is connected to the UPIC [identifier].” Even if true, this clause does not undercut the fact that a bank presented with a UPIC identifier would still need separately to verify additional information to determine the nature of the transaction. For example, a specific data field of a UPIC transaction (UPIC is an electronic transaction system) must be consulted to determine if the UPIC identifier is even a UPIC identifier. That is, a UPIC identifier, such as the example above, “40010107,” does not even identify itself as a UPIC identifier. Another specific data field in the transaction record must be checked to determine whether it is a deposit transaction or a withdrawal transaction (The UPIC identifier carries no information regarding transaction type.)

In sharp contrast, a bank receiving the applicant's credit identifier would be able to determine both account information and the fact that the transaction is a deposit transaction, based on the applicant's credit identifier alone.

Accordingly, for at least the reasons above, the applicant respectfully requests withdrawal of the rejections.

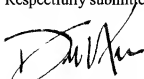
Applicant : Bruce Nappi
Serial No. : 10/669,929
Filed : September 24, 2004
Page : 5 of 5

Attorney's Docket No.: 13801-0002001

In view of the above, all of the claims should be in condition for allowance. A formal notice of allowance is respectfully requested. Please apply any other required fees to Deposit Account No. 06-1050, referencing Attorney Docket No. 13801-0002001.

Respectfully submitted,

Date: 10/6/8



David L. Feigenbaum
Reg. No. 30,378

Customer No. 26162
Fish & Richardson P.C.
Telephone: (617) 542-5070
Facsimile: (617) 542-8906